



Registration of a Charge

Company name: **BOPARAN HOLDINGS LIMITED**

Company number: **03558065**

Received for Electronic Filing: **08/12/2020**



X9JFXG7N

Details of Charge

Date of creation: **26/11/2020**

Charge code: **0355 8065 0015**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MARK O'CONNOR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3558065

Charge code: 0355 8065 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th November 2020 and created by BOPARAN HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2020 .

Given at Companies House, Cardiff on 9th December 2020

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



LOYENS L LOEFF

DRUP/WIJMM/SNOEM/5172557/40080954

PLEDGE OF SHARES

(in the capital of 2 Sisters Europe B.V.)

This twenty-sixth day of November two thousand twenty, there appeared before me, —
Pieter Gerard van Druten, civil law notary in Amsterdam, the Netherlands: —
Marita Elisa Maria Snoek, born in Wester-Koggenland, the Netherlands, on the —
twenty-first day of June nineteen hundred ninety-six, with office address at —
Parnassusweg 300, 1081 LC Amsterdam, the Netherlands, in this respect acting as —
authorised representative of: —

- 1 **Boparan Holdings Limited**, a limited liability company, having its official seat —
in Wakefield, United Kingdom, having its registered office address at Trinity —
Park House, Trinity Business Park, Fox Way, Wakefield, West Yorkshire WF2 —
8EE, United Kingdom, registered in the United Kingdom under number —
03558065 (the **Pledgor**); —
- 2 **Wilmington Trust (London) Limited**, a limited liability company, having its —
official seat in the United Kingdom, having its registered office address at 1 —
King's Arm Yard, London EC2R 7AF, United Kingdom, registered in England —
and Wales under number 05650152 (as Security Agent and as sole creditor —
under each Parallel Debt, the **Pledgee**); and —
- 3 **2 Sisters Europe B.V.**, a private limited liability company (*besloten* —
vennootschap met beperkte aansprakelijkheid), having its official seat —
(*statutaire zetel*) in Putten, the Netherlands, having its registered office address
at Voorthuizerstraat 148, 3881 SL Putten, the Netherlands, registered with the —
Dutch trade register under number 09091896 (the **Company**). —

Powers of Attorney

The authorisation of the person appearing is evidenced by three (3) written powers of —
attorney, copies of which shall be attached to this deed (**Annex**). —



The person appearing declared that it is agreed as follows: _____

1 DEFINITIONS AND INTERPRETATION _____

1.1 Definitions _____

1.1.1 Capitalised terms used but not defined in this Deed shall have the meaning _____ given thereto in the Intercreditor Agreement. _____

1.1.2 In this Deed: _____

Articles of Association means the articles of association (*statuten*) of the _____ Company, as they stand since their latest amendment on the seventeenth day _____ of July two thousand twenty. _____

Collateral means: _____

(a) the Shares; _____

(b) the Dividends; _____

(c) the Related Assets; and _____

(d) the Recourse and Subrogation Claims (as defined in Clause 6.2 _____ (Recourse and subrogation claims)). _____

Deed means this deed of pledge of shares. _____

Dividends means all cash dividends, distribution of reserves, repayments of _____ capital, liquidation or dissolution proceeds and all other distributions, payments _____ and repayments under or in connection with the Shares. _____

Enforcement Event means a default by any Debtor in the performance of the _____ Secured Liabilities (whether in whole or in part) provided that such default _____ constitutes a Super Senior Acceleration Event, a Senior Notes Acceleration _____ Event or a Pari Passu Debt Acceleration Event. _____

Intercreditor Agreement means the intercreditor agreement dated the twenty- _____ sixth day of November two thousand twenty between among others Boparan _____ Finance plc as the issuer, the Pledgor as the parent, the Company as original _____ intra-group lender and original debtor, the Pledgee as security agent and the _____ Pledgee as super senior agent. _____

Parallel Debt means each Parallel Debt (as defined in the Intercreditor _____ Agreement), but excluding amounts equal to the aggregate amount of _____ Corresponding Obligations of a Debtor relating to the (i) Second Lien Lender _____ Liabilities, (ii) Second Lien Notes Liabilities, (iii) the Second Lien Agent _____ Liabilities, (iv) the Second Lien Notes Trustee Amounts and (v) the Second Lien _____ Arranger Liabilities. _____

Party means a party to this Deed. _____

Related Assets means all shares, rights (other than Dividends) and other _____ assets accruing, distributed, issued or offered at any time by way of or resulting _____ from redemption, repurchase, dividend, bonus, preference, pre-emption, _____ conversion, capitalisation of profits or reserves, substitution, exchange, warrant, _____ claim or option right or otherwise under or in connection with (a) the Shares or _____ (b) the conversion, merger or demerger of the Company. _____

Right of Pledge means a right of pledge created by this Deed. _____

Secured Liabilities means all present and future monetary payment _____ obligations (*vorderingen tot voldoening van een geldsom*) owed by each Debtor _____ to the Pledgee under or in connection with each Parallel Debt. If a Right of _____



Pledge cannot validly secure a Parallel Debt, the Corresponding Obligations — itself shall be the Secured Liabilities. —

Shares means: —

- (a) the one hundred eighty-two (182) ordinary shares in the capital of the — Company, with a nominal value of one hundred euro (EUR 100.00) each, numbered 1 up to and including 182; and —
- (b) all shares in the capital of the Company which are acquired by the — Pledgor after the date of this Deed. —

Super Senior Revolving Facility Agreement means the super senior — revolving facility agreement dated the eleventh day of November two thousand - twenty between among others the Pledgor as parent, National Westminster — Bank Plc, HSBC UK Bank Plc and Barclays Bank Plc as arrangers and original - lenders, Goldman Sachs International as arranger, Goldman Sachs — International Bank as original lender and the Pledgee as agent and security — agent. —

Voting Rights means all voting rights, other consensual rights and similar — rights and powers attached to the Shares. —

Voting Transfer Event means the occurrence of an Enforcement Event which - is continuing in conjunction with a written notice from the Pledgee to the — Pledgor and the Company stating that the Pledgee shall exercise the Voting — Rights. —

1.2 Interpretation —

1.2.1 Unless a contrary indication appears, any reference in this Deed to: —

- (a) a **Clause** is a reference to a clause of this Deed; —
- (b) this **Deed**, the **Intercreditor Agreement**, a **Debt Document** or any other agreement or instrument includes all amendments, supplements, — novations, restatements or re-enactments (without prejudice to any — prohibition thereto) however fundamental and of whatsoever nature — thereunder and includes (i) any increase or reduction in any amount — available under the Intercreditor Agreement or any other Debt Document (as amended, supplemented, novated, restated or re-enacted) or any — alteration of or addition to the purpose for which any such amount, or — increased or reduced amount may be used, (ii) any facility provided in — substitution of or in addition to the facilities originally made available — thereunder, (iii) any rescheduling of the indebtedness incurred — thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of the foregoing, and the Secured Liabilities — include all of the foregoing; —
- (c) **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, partnership or other — entity (whether or not having separate legal personality) or two or more — of the foregoing; —
- (d) the **Pledgee**, the **Pledgor**, the **Company** or any other **person** includes its successors in title, permitted assigns and permitted transferees; and —
- (e) a provision of law is a reference to that provision as amended or re- —



enacted. _____

1.2.2 Clause headings are for ease of reference only. _____

1.2.3 An Enforcement Event shall constitute a *verzuim* (as meant in Section 3:248 (1) of the Dutch Civil Code) in the performance of the Secured Liabilities or any part thereof, without any summons or notice of default (*aanmaning of ingebrekestelling*) being sent or required. _____

1.3 Conflicts

Notwithstanding anything in this Deed to the contrary, each Right of Pledge granted to the Pledgee under this Deed and the exercise of any rights and remedies of the Pledgee under this Deed are subject to the provisions of the Intercreditor Agreement and the Super Senior Revolving Facility Agreement (as applicable). In the event of any inconsistency or conflict between the terms of this Deed and the Intercreditor Agreement or the Super Senior Revolving Facility Agreement, the terms of the Intercreditor Agreement or the Super Senior Revolving Facility Agreement, as applicable, shall prevail to the extent it does not affect: (i) the validity and enforceability of each Right of Pledge and (ii) article 12 (*Governing law and Jurisdiction*). _____

1.4 Miscellaneous

1.4.1 Notwithstanding anything to the contrary in this Deed (and without prejudice to the terms of the Intercreditor Agreement or any other Secured Debt Document in relation to the requirement for the Pledgee to enter into documentation in relation to this Deed (including releases)), nothing in this Deed shall (or shall be construed to) prohibit, restrict or obstruct any transaction, matter or other step (or the Pledgor or the Company taking or entering into the same) or dealing in any manner whatsoever in relation to any asset (including all rights, claims, benefits, proceeds and documentation, and contractual counterparties in relation thereto) the subject of (or expressed to be the subject of) this Deed and the security arising thereunder, in each case if not prohibited by the Secured Debt Documents or if otherwise consent of the Pledgee or the Agent has been obtained. _____

1.4.2 The Security Agent shall promptly enter into such documentation and/or take such other action as is required by the Pledgor or the Company in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of the Pledgor or the Company pursuant to this paragraph shall be for the account of the Pledgor, in accordance with Clause 10.1 (Costs). _____

2 CREATION OF SECURITY

2.1 Right of Pledge

The Pledgor agrees with the Pledgee to grant and grants in favour of the Pledgee, to the extent necessary in advance (*bij voorbaat*), a right of pledge (*pandrecht*) over its Collateral and any accessory rights (*afhankelijke rechten*) and ancillary rights (*nevenrechten*) attached to the Collateral as security for the Secured Liabilities. _____

**2.2 Perfection****2.2.1 The Company:**

- (a) confirms that it has been notified of each Right of Pledge and that it has not received any notice of other rights of pledge, limited rights or encumbrances or transfers in respect of the Collateral;
- (b) shall, promptly after the execution of this Deed and promptly after the Pledgor has acquired any shares in the capital of the Company, register each Right of Pledge in its shareholders' register and provide the Pledgee with a copy thereof; and
- (c) to the extent possible under Dutch law and with the knowledge of the Pledgor, waives (and shall waive at the Pledgee's first request) any right that may impede the exercise by the Pledgee of any Right of Pledge and the other rights conferred under this Deed.

2.3 Voting Rights

2.3.1 The Voting Rights are transferred by the Pledgor to the Pledgee under the condition precedent (*opschortende voorwaarde*) of the occurrence of a Voting Transfer Event.

2.3.2 Upon the occurrence of a Voting Transfer Event, the Pledgee shall have the sole and exclusive right and authority to exercise such Voting Rights and shall be entitled to exercise or refrain from exercising such rights in such manner as the Pledgee may in its absolute discretion deem fit. Until the transfer of Voting Rights to the Pledgee, the Pledgor shall have the right and authority to exercise such Voting Rights.

2.3.3 Until the transfer of Voting Rights to the Pledgee, the Pledgee shall not have the rights which the law attributes to holders of depository receipts (*certificaten van aandelen*) with meeting rights (*vergaderrecht*) of shares in the capital of the Company.

3 AUTHORITY TO COLLECT**3.1 Authority to collect the Dividends and Related Assets**

3.1.1 The Pledgee may collect and receive payment of the Dividends and Related Assets in accordance with Section 3:246 (1) of the Dutch Civil Code. Subject to Clause 3.1.2, the Pledgee authorises the Pledgor to collect and receive payment of the Dividends and the Related Assets.

3.1.2 Upon the occurrence of an Enforcement Event which is continuing the Pledgee may terminate the authorisation granted pursuant to Clause 3.1.1 by giving notice thereof to the Pledgor and the Company following which the Pledgee may exercise all rights of the Pledgor in relation to the Dividends and Related Assets including any accessory rights (*afhankelijke rechten*) or ancillary rights (*nevenrechten*) towards the Company.

4 REPRESENTATIONS**4.1 General**

4.1.1 The Pledgor makes the representations in this Clause 4 in respect of itself or its Collateral existing on the date the representations are made.

4.1.2 The representations in this Clause 4 are made on the date of this Deed and solely in respect of the representations in Clause 4.3.1 and 4.3.2, are repeated -



on each date the Pledgor acquires any Collateral. _____

4.2 Ranking _____

Each Right of Pledge is a first ranking right of pledge (*pandrecht eerste in rang*). _____

4.3 Collateral _____

4.3.1 Its Collateral has not been transferred, assigned, pledged, made subject to a limited right (*beperkt recht*) or otherwise encumbered to any person other than the Pledgee. _____

4.3.2 It is entitled (*bevoegd*) to pledge its Collateral. _____

4.3.3 Its Collateral is capable of being transferred, assigned and pledged. _____

4.3.4 Its Collateral is not subject to any attachment. _____

4.3.5 The issued and outstanding Shares at the date of this Deed have been acquired pursuant to a transfer of shares effected by a notarial deed, executed before a deputy of R.G.M.C. van Rappard, civil law notary officiating in Rotterdam, the Netherlands, on the thirtieth day of April nineteen hundred ninety-nine, which shares, at that time with a nominal value of one hundred Dutch guilder (NLG 100.00) each, have been converted into four hundred (400) ordinary shares, with a nominal value of forty-five euro and thirty-eight eurocent (EUR 45.38) each, numbered 1 up to and including 400, pursuant to an amendment to the articles of association of the Company, effected by a notarial deed, executed before H.J. van Weeghel, civil law notary officiating in Doetinchem, the Netherlands, on the nineteenth day of January two thousand five. Subsequently the shares have been split and converted into one hundred eighty-two (182) ordinary shares, with a nominal value of one hundred euro (EUR 100.00) each, numbered 1 up to and including 128, pursuant to an amendment to the articles of association of the Company, effected by a notarial deed, executed before a deputy of A.J. Wiggers, civil law notary officiating in Amsterdam, the Netherlands, on the eighteenth day of April two thousand eleven. _____

5 UNDERTAKINGS _____

5.1 General _____

The undertakings in this Clause 5 remain in force from the date of this Deed until each Right of Pledge is terminated in accordance with Clause 7 (Termination). _____

5.2 Voting covenants _____

The Pledgor shall not exercise its Voting Rights to, or in any capacity resolve to, effect or consent to or ratify any act which would adversely affects the Collateral or any Right of Pledge or cause an Event of Default to occur. _____

5.3 Enforcement _____

5.3.1 Upon the occurrence of an Enforcement Event, the Pledgee shall have the right to enforce any Right of Pledge, in accordance with Dutch law and any other applicable law and may take all (legal) steps and measures which it deems necessary or desirable for that purpose. _____

5.3.2 Upon the Pledgee becoming entitled to collect the Dividends and Related Assets pursuant to Clause 3.1 (Authority to collect the Dividends and Related —



Assets), the Pledgee shall have the right to exercise any accessory rights (afhankelijke rechten) or ancillary rights (nevenrechten), enter into court compositions or out-of-court compositions (gerechtelijke of buitengerechtelijke akkoorden) and to cast a vote in connection with such compositions and to enter into any settlement agreement regarding the Dividends and Related Assets with the Company and any other person.

5.4 Enforcement waivers

5.4.1 The Pledgee shall not be obliged to give notice of a sale of the Collateral to the Pledgor, debtors, holders of a limited right (beperkt recht) or persons who have made an attachment (beslag) on the Collateral (as provided in Sections 3:249 – and 3:252 of the Dutch Civil Code).

5.4.2 The Pledgor waives its rights to make a request to the court:

- (a) to determine that the Collateral shall be sold in a manner deviating from – the provisions of Section 3:250 of the Dutch Civil Code (as provided in – Section 3:251 (1) of the Dutch Civil Code); and
- (b) to collect and receive payment of the Dividends or Related Assets after a Right of Pledge has been disclosed and the authorisation has been terminated in accordance with Clause 3.1.2 (Authority to collect the Dividends and Related Assets) (as provided in Section 3:246 (4) of the Dutch Civil Code).

5.4.3 The Pledgor waives its rights to demand that the Pledgee:

- (a) shall first enforce any security granted by any other person, pursuant to – Section 3:234 of the Dutch Civil Code;
- (b) shall first proceed against or claim payment from any other person or – enforce any guarantee, before enforcing any Right of Pledge; and
- (c) pays for costs which it has made in respect of the Collateral pursuant to – Section 3:233 (2) of the Dutch Civil Code.

5.4.4 The Pledgor waives its right (a) to set-off (verrekenen) its claims (if any) against the Pledgee under or in connection with this Deed against the Secured Liabilities and (b) if it has granted security for any other person's obligations, to – invoke the suspension or the termination of its liability for any Secured Liabilities pursuant to Section 6:139 of the Dutch Civil Code.

5.4.5 To the extent permitted by Dutch law and the Articles of Association, the Pledgor irrevocably and unconditionally waives, renounces and agrees not to – exercise any pre-emption rights or rights of first refusal upon a sale of shares in the capital of the Company and where applicable, the other Collateral.

5.5 Application of monies

Subject to the mandatory provisions of Dutch law on enforcement, all monies – received or realised by the Pledgee in connection with the enforcement of any – Right of Pledge or the collection of Dividends and Related Assets following an – Enforcement Event shall be applied by the Pledgee in accordance with the – relevant provisions of the Intercreditor Agreement.

6 POWER OF ATTORNEY

6.1 Power of attorney

6.1.1 The Pledgor irrevocably and unconditionally appoints the Pledgee as its



attorney for as long as any of the Secured Liabilities are outstanding for the —
purposes of doing in its name all acts and executing, signing and (if required) —
registering in its name all documents which the Pledgor itself could do, execute,
sign or register in relation to the Collateral or this Deed. —

- 6.1.2 The appointment under Clause 6.1.1 will only be exercised by the Pledgee in —
case of (i) an Enforcement Event which is continuing or (ii) following a failure by
the Pledgor to comply with a further assurance or perfection obligation in —
relation to this Deed or (iii) if the Pledgor has not acted in accordance with the —
provisions of this Deed and is given with full power of substitution and also —
applies to any situation where the Pledgee acts as the Pledgor's counterparty —
or as a representative of the Pledgor's counterparty. —

6.2 Recourse and subrogation claims —

- 6.2.1 No rights of subrogation accrue to the Pledgor. —

- 6.2.2 The Pledgor agrees with the other Parties and for the benefit of the Pledgee —
that any conditional or unconditional claim which the Pledgor may be entitled to
bring in recourse against another Debtor (including any claim pursuant to —
Section 6:13 of the Dutch Civil Code) and any claim which results from rights of
subrogation which have accrued notwithstanding Clause 6.2.1 (the **Recourse —
and Subrogation Claims**) is subordinated now or from the moment such —
Recourse and Subrogation Claim comes into existence or is acquired by the —
Pledgor, to all present and future claims that the Pledgee may have or acquire —
against a Debtor in connection with the obligations under this Deed or any other
Debt Document. —

- 6.2.3 Unless otherwise directed by the Pledgee, the Pledgor agrees with the other —
Parties and for the benefit of the Pledgee that it shall not exercise any rights —
under or in connection with the Recourse and Subrogation Claims including the
right of payment or set-off and the Recourse and Subrogation Claims cannot —
become due and payable until all Secured Liabilities have been fully and —
unconditionally discharged. —

- 6.2.4 The Company in its capacity as debtor of Recourse and Subrogation Claims —
consents to, and confirms that it has been notified (to the extent relevant, in —
advance) of, each Right of Pledge. —

7 TERMINATION —

7.1 Continuing security —

- 7.1.1 Each Right of Pledge shall remain in full force and effect, until all Secured —
Liabilities have been irrevocably and unconditionally paid in full (to the —
Pledgee's satisfaction) and no new Secured Liabilities will arise (in the sole —
opinion of the Pledgee) unless terminated by the Pledgee pursuant to Clause —
7.2 (Termination by Pledgee). —

- 7.1.2 In case a Right of Pledge is terminated, the Pledgee shall at the request and —
expense of the Pledgor provide evidence in writing to the Pledgor to that effect. —

7.2 Termination by Pledgee —

The Pledgee may terminate by notice (*opzeggen*) or waive (*afstand doen*) a —
Right of Pledge, in respect of all or part of the Collateral and all or part of the —
Secured Liabilities. The Pledgor agrees in advance to any waiver (*afstand van* —



recht) granted by the Pledgee under this Clause 7.2. _____

8 ASSIGNMENT

8.1 No assignment – Pledgor

The rights and obligations of the Pledgor under this Deed cannot be _____ transferred, assigned or pledged in accordance with Section 3:83 (2) of the _____ Dutch Civil Code. _____

8.2 Assignment – Pledgee

The Pledgee may transfer, assign or pledge any of its rights and obligations _____ under this Deed in accordance with the Intercreditor Agreement and the _____ Pledgor, to the extent legally required, irrevocably cooperates with or consents – to, such transfer, assignment or pledge in advance. If the Pledgee transfers, _____ assigns or pledges its rights under the Secured Liabilities (or a part thereof), the Pledgor and the Pledgee agree that each Right of Pledge shall follow *pro rata* – *parte* the transferred, assigned or pledged rights under the Secured Liabilities – (as an ancillary right (*nevenrecht*) to the relevant transferee, assignee or _____ pledgee) unless the Pledgee stipulates otherwise. _____

9 NOTICES

Any communication to be made under or in connection with this Deed shall be – made in accordance with the relevant provisions of the Intercreditor Agreement.

10 MISCELLANEOUS

10.1 Costs

All costs, charges, expenses and taxes in connection with this Deed shall be – payable by the Pledgor in accordance with the relevant provisions of the _____ Intercreditor Agreement. _____

10.2 Evidence of debt

An excerpt from the Pledgee's records shall serve as conclusive evidence _____ (*dwingend bewijs*) of the existence and the amounts of the Secured Liabilities, – subject to proof to the contrary. A disagreement with respect thereto, does not – affect the rights of the Pledgee under or in connection with this Deed. _____

10.3 No liability Pledgee

Except for its gross negligence (*grote nalatigheid*) or wilful misconduct (*opzet*), – the Pledgee shall not be liable towards the Pledgor for not (or not completely) – collecting, recovering or selling the Collateral or any loss or damage resulting – from any collection, recovery or sale of the Collateral or arising out of the _____ exercise of or failure to exercise any of its powers under this Deed or for any – other loss of any nature whatsoever in connection with the Collateral or this – Deed. _____

10.4 Severability

10.4.1 If a provision of this Deed is or becomes illegal, invalid or unenforceable in any – jurisdiction that shall not affect: _____

- (a) the validity or enforceability in that jurisdiction of any other provision of – this Deed; or _____
- (b) the validity or enforceability in other jurisdictions of that or any other – provision of this Deed. _____

10.4.2 The Pledgor and the Pledgee shall negotiate in good faith to replace any _____



provision of this Deed which may be held unenforceable with a provision which is enforceable and which is as similar as possible in substance to the _____ unenforceable provision. _____

10.5 No rescission _____

The Pledgor waives, to the fullest extent permitted by law, its rights to rescind (*ontbinden*) this Deed, to suspend (*opschorten*) any of its obligations or liability under this Deed, to nullify (*vernietigen*) or to invoke the nullity (*nietigheid*) of this Deed on any ground under Dutch law or under any other applicable law. _____

10.6 No waiver _____

No failure to exercise, nor any delay in exercising, on the part of the Pledgee, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law. _____

10.7 Amendment _____

Any term of this Deed may only be amended or waived in writing and if required by Dutch law by a notarial deed under Dutch law. _____

10.8 Performance of obligations _____

In the performance of its obligations set forth herein, the Pledgee shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it under the Intercreditor Agreement or Super Senior Revolving Facility Agreement (as applicable). _____

11 ACCEPTANCE _____

The Pledgee accepts each Right of Pledge and all terms, waivers, authorities and powers pursuant to this Deed. _____

12 GOVERNING LAW AND JURISDICTION _____

12.1 Governing law _____

This Deed (including Clause 12.2 (Jurisdiction)) and any non-contractual obligations arising out of or in connection with it are governed by Dutch law. _____

12.2 Jurisdiction _____

12.2.1 The court (*rechtbank*) of Amsterdam, the Netherlands, has exclusive jurisdiction to settle at first instance any dispute arising out of or in connection with this Deed (including a dispute regarding this Clause 12 and the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**). _____

12.2.2 Each Party agrees that the court (*rechtbank*) of Amsterdam, the Netherlands, is the most appropriate and convenient court to settle Disputes and accordingly no Party will argue to the contrary. _____

12.2.3 This Clause 12.2 is for the benefit of the Pledgee only. As a result, the Pledgee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Pledgee may take concurrent proceedings in any number of jurisdictions. _____

12.3 Acceptance governing law power of attorney _____

If a Party is represented by an attorney in connection with the execution of this -



Deed or any agreement or document pursuant this Deed: _____

(a) the existence and extent of the authority of; and _____

(b) the effects of the exercise or purported exercise of that authority by, _____
that attorney is governed by the law designated in the power of attorney _____
pursuant to which that attorney is appointed and such choice of law is accepted
by the other Party. _____

12.4 Bylaw Royal Notarial Association _____

12.4.1 Each Party declares that it is aware that P.G. van Druten, civil law notary _____
officiating in Amsterdam, the Netherlands, is a representative of the law firm _____
Loyens & Loeff N.V. which acts as the external legal advisor of the Pledgee. _____

12.4.2 With reference to the provisions of the Code of Conduct (*Verordening Beroeps-
en Gedragsregels*) as determined by the general meeting of the Royal Notarial -
Association (*Koninklijke Notariële Beroepsorganisatie*), the Pledgor explicitly _____
declares that it consents to the fact that the Pledgee will be assisted by Loyens -
& Loeff N.V. in all cases connected with this Deed and all potential conflicts _____
arising therefrom. _____

Final statement _____

The person appearing is known to me, civil law notary. _____

This Deed was executed in Amsterdam, the Netherlands, on the date stated in the _____
first paragraph of this Deed. The contents of the Deed have been stated and clarified -
to the person appearing. The person appearing has declared not to wish the Deed to -
be fully read out, to have noted the contents of the Deed timely before its execution -
and to agree with the contents. After limited reading, this Deed was signed first by the
person appearing and thereafter by me, civil law notary. _____

(was signed)

ISSUED FOR TRUE COPY
Amsterdam, November 26, 2020.

